

1 BILL NO. S-79-04-22

2 SPECIAL ORDINANCE NO. S-82-79.

3 AN ORDINANCE approving City Utilities
4 Purchase Order No. 0998 with Fuller
5 Company % K. E. Jensen Company for
6 equipment for the Three Rivers Filtration
7 Plant.8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:10 SECTION 1. That City Utilities Purchase Order No. 0998, dated
11 April 3, 1979, between the City of Fort Wayne, by and through the City
12 Utilities Purchasing Agent and the Board of Public Works and Fuller Company
13 % K. E. Jensen Company, for:14 Two Flange Mounted Uni-Filters and two Watchdog
15 Timers for Three Rivers Filtration Plant,16 at a cost of \$4,880.00, all as more particularly set forth in said Purchase
17 Order, which is on file in the Office of the Department of Purchasing and
18 is by reference incorporated herein and made a part hereof, be and the same
19 is in all things ratified, confirmed and approved.20 SECTION 2. That this Ordinance shall be effective upon passage
21 and approval by the Mayor.22 
23 Councilman24
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31 APPROVED AS TO FORM
32 AND LEGALITY.33 
34 CITY ATTORNEY
35

Read the first time in full and on motion by Burns, seconded by Salovey, and duly adopted, read the second time by title and referred to the Committee on City Y. Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 4-24-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VIT:
TOTAL VOTES	<u>9</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	<u>✓</u>	_____	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NICKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____

TALARICO

DATE: 5-22-79

Charles W. Westerman *pre*
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 82-79 on the 22nd day of May, 1979.
ATTEST: (SEAL)

Charles W. Westerman *pre*
CITY CLERK

Winfield C. Moore JR
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 1979, at the hour of 11:30 o'clock A. M., E.S.T.
Charles W. Westerman *pre*
CITY CLERK

Approved and signed by me this 1st day of June, 1979 at the hour of 9:00 o'clock A. M., E.S.T.

Robert Christy
MAYOR

Memorandum

To H. P. Wehrenberg, Board of Works

Date April 3, 1979

From Ruth Winget, Purchasing Department

Subject Dust Removal Units for Carbon Slurry Storage Tanks

COPIES TO:

E. A. Stanczak
G. Patrick

Herewith is Purchase Order No. 0998 which is prepared favoring Fuller Company for Two (2) No. 2M (Flange Mounted) Uni-Filters and Two (2) Watchdog Timers for Three Rivers Filtration Plant.

The attached 3/30/79 memorandum endorsed by the Superintendent, Filtration Plant explains the reason for favoring Fuller Company.

Attached are the following documents in support of recommendation for acceptance of Fuller Company.

1. Copy of Fuller Company's quote.
2. Purchase Order No. 0998.
3. Copy of Glen Patrick's memorandum.

It is urged that in referring this quote to the City Council for enactment of an ordinance, that all of the attached items, together with this memorandum (or copies), be included with the proposed ordinance.

Please make sure that no confirming Purchase Order Number is given to Fuller Company until evidence of Council approval is furnished to the Purchasing Department.

R. A. Winget
R. A. Winget

Approved: _____

James R. Snyder
James R. Snyder

67-103-15
4/4/79



FULLER COMPANY

A GATX COMPANY

P.O. BOX 29, CATASAUQUA, PA. 19032

TWX: 510-651-5818 TELEX: 084-7443 CABLE: COLFULLER

PROPOSAL

TO: City Utilities Filtration Plant
One Main Street
Fort Wayne, Indiana 46802

Att: Mr. Glenn Patrick
Superintendent

DATE September 6, 1978
PROPOSAL NUMBER KJ-3-82
YOUR INQUIRY NUMBER Verbal
F.O.B. Shipping Points
TERMS: Net 30 Days
FOR ACCEPTANCE WITHIN 30 DAYS

Subject: Fuller/Dracco Uni-Filters

Gentlemen:

*March 29, 1979
all prices confirmed by
E.G. Menger to remain
the same.*

In response to your recent telephone conversation with Mr. Harry Duerst of Fuller Company, we are pleased to present this proposal describing Fuller dust control equipment. The following is a description of equipment requested.

ONE - No. 2 FM (flange mounted) Uni-Filter containing 200 sq. ft. of polyester filter media and having a capability of filtering a maximum of 800 CFM. The unit will have a 2 HP direct connected, Type U-11 fan and a 1/3 HP shaker motor, 230/460 Volt, 3 Phase, 60 Hz.

For additional information, please refer to Bulletin DCB-313A and Drawing No. 313-69-4-0185.

Approximate shipping weight: 910 lbs.

TOTAL PRICE, F.O.B. Shipping Points.....\$2,165.00

ALTERNATE UNIT WITH DUST BOX

ONE - Fuller/Dracco No. 2 FM Uni-Filter supplied with a flat bottom and dust box. All other features similar to the above described No. 2 FM Uni-Filter.

Unit will be furnished in accordance with Bulletin DCB-313A and Drawing No. 313-69-4-0194.

Approximate shipping weight: 1,025 lbs.

TOTAL PRICE, F.O.B. Shipping Points.....\$2,510.00

- 1 -

(Continued)

ADDRESS REPLY: FULLER COMPANY,

FULLER COMPANY

BY _____

TERMS AND CONDITIONS

TERMS OF PAYMENT

Unless other terms are specified, pro rata progress payments shall become due as shipments are made. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Purchaser, payment shall be made based on purchase price and percentage of completion, and balance payable in accordance with the terms as stated.

Terms of payment are subject to FULLER's approval at time order is accepted and again prior to delivery. In the event Purchaser's credit position, in FULLER's judgment, is changed since this proposal was made, FULLER reserves the right to refuse to deliver except for cash without being liable for nonperformance of contract either in whole or in part.

TITLE

Unless expressly provided otherwise in this proposal, passing of title to products shall be f.o.b. point of shipment, even in cases wherein freight may be prepaid or allowed to destination by FULLER.

TAXES

The Purchaser shall pay to FULLER, in addition to the purchase price, the amount of all sales, use or other taxes on the products purchased that may be imposed upon this transaction by the federal government or any state government, county, or any subdivision, but only when it shall be required by law to collect or pay such taxes.

WARRANTY

FULLER warrants its products to be free from defects in material and workmanship for a period of one year from the date of shipment. This warranty shall be void if the product is altered, modified, or operated under abnormal conditions without competent supervision.

No person, agent, representative or dealer is authorized to give any warranties on behalf of FULLER nor to assume for FULLER any other liability in connection with any of FULLER's products. This warranty shall extend for one (1) year from date of shipment. If repairs or replacements are made by the Purchaser without FULLER's prior written consent, FULLER's warranty shall cease to be in effect. No allowance will be granted for any repairs or alterations made by the Purchaser without FULLER's prior written consent. Machinery, equipment and accessories furnished by FULLER, but manufactured by others, are warranted only to the extent of the original manufacturer's warranty to FULLER.

FULLER agrees at its option to repair at the point of shipment or to replace without charge f.o.b. point of shipment, any part or parts of products of FULLER's manufacture, which within the specified warranty period shall be proved to FULLER's satisfaction to have been defective when shipped, provided the Purchaser promptly notifies FULLER, in writing, of such alleged defect.

FULLER's liability to Purchaser, whether in contract or in tort arising out of warranty representations, instructions or defects from any cause shall be limited to replacing or repairing of the defective part or parts as shown, f.o.b. point of shipment.

No liability whatsoever shall attach to FULLER until said products have been paid for.

EXCEPT AS STATED IN THIS SECTION AND IN THE PRECEDING SECTIONS TITLED "WARRANTY" AND "TITLES", THERE ARE NO GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE, OR OTHERWISE, EXPRESS, IMPLIED OR STATUTORY, AND FULLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, HOWSOEVER CAUSED.

DELIVERY

FULLER will make every reasonable effort to meet shipping dates promised and to maintain production schedules consistently therewith; however, FULLER is not liable for claims of damages due to failure, for any reason, to meet such scheduled shipping dates, and such failure to meet scheduled shipping dates shall not be sufficient cause for cancellation, without liquidation charges.

CANCELLATION

It is understood and expressly agreed that in the event of cancellation for any reason, or refusal by the Purchaser to accept the products herein contemplated, FULLER shall be entitled to demand and receive from the Purchaser, as liquidation charges and not as a penalty, not less than ten (10%) per cent of the purchase price, plus the cost of all material and work furnished or done or purchased by FULLER up to the time of the cancellation or the Purchaser's refusal to accept the products, plus any cancellation charges incurred by FULLER from its suppliers.

RETURNED PRODUCTS

Products may not be returned except by prior written permission of an authorized official of FULLER, and when so returned, will be subject to handling and restocking charge, plus transportation cost.

SATISFACTION

FULLER agrees to indemnify the Purchaser and save the Purchaser harmless against any and all award of claims for infringement of patent rights or for royalties under patents in respect to any product of FULLER's manufacture which is sold or furnished by FULLER for the use described herein. However, if the Purchaser gives to FULLER a written notice in writing of such claim and of the action of any and all suits or proceedings which thereafter FULLER shall have the right, but shall not be required, to settle, compromise, or to defend, at its expense, any and all suits or actions at law which may be brought against the Purchaser for said claims for infringement or royalties. In the event that FULLER shall undertake to defend the Purchaser in such suit, Purchaser shall permit FULLER through its counsel to defend the same, and Purchaser shall give FULLER all the necessary information, assistance and authority to enable it to do so. FULLER's liability to Purchaser in any event shall be limited to accepting the return of the product specified herein at FULLER's plant and refunding the purchase price or any part thereof that may have been paid.

SERVICES

Unless provided for in this proposal, to be done by FULLER, the products shall be erected, installed, and serviced by the Purchaser at Purchaser's expense. If installation, erection or service is provided for in this proposal, to be done by FULLER, such shall be governed by FULLER's Conditions of Service attached hereto.

EXECUTION

FULLER reserves the right to withdraw, or change the terms of this proposal at any time before a contract is made, and it is agreed that a valid and binding contract shall arise hereunder only when this proposal shall have been accepted by an authorized executive of FULLER in its behalf or by such executive's written acceptance of Purchaser's purchase order covering the equipment herein specified, and such acceptance shall be with the mutual understanding that all terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties herein and shall prevail over any inconsistent provisions of said purchase order.

PLACE OF CONTRACT

This proposal, or the resulting contract, shall be interpreted under the laws of the state where the proposal or resulting contract is accepted by an authorized executive of FULLER and any product shipped to the Purchaser in any other state, shall be considered as a shipment made in interstate commerce.



FULLER COMPANY

A GATX COMPANY

P.O. BOX 29, CATASAUQUA, PA. 18032

TWX: 510-851-5818 TELEX: 084-7443 CABLE: COLFULLER

PROPOSAL

TO: City Utilities Filtration Plant
Ft. Wayne, In. 46802

Att: Mr. Glenn Patrick
Superintendent

DATE September 6, 1978

PROPOSAL NUMBER KJ-3-82

YOUR INQUIRY NUMBER

F.O.B.

TERMS:

FOR ACCEPTANCE WITHIN

DAYS

Subject: Fuller/Draeco Uni-Filters

PAGE TWO

ONE - Fuller/Draeco No. 3 FM (flange mounted) Uni-Filter containing 400 sq. ft. of polyester filter media and having a capability of filtering a maximum of 1200 CFM. The unit will have a 3 HP V-belt drive fan and a 1/3 HP shaker motor, 230/460 Volt, 3 Phase, 60 Hz.

For additional information, please refer to Bulletin DCB-313A and Drawing No. 313-71-4-0111.

Approximate shipping weight: 1,675 lbs.

TOTAL PRICE, F.O.B. Shipping Points.....\$3,590.00

ALTERNATE UNIT WITH DUST BOX

ONE - Fuller/Draeco No. 3 FB Uni-Filter supplied with a flat bottom and dust box. All other features similar to the above described No. 3 FM Uni-Filter.

Unit will be furnished in accordance with Bulletin DCB-313A and Drawing No. 313-71-4-0112.

Approximate shipping weight: 1,840 lbs.

TOTAL PRICE, F.O.B. Shipping Points.....\$3,970.00

- 2 -
(Continued)

ADDRESS REPLY: FULLER COMPANY,

FULLER COMPANY

BY _____

TERMS AND CONDITIONS

TERMS OF PAYMENT

Unless other terms are specified, pro rata progress payments shall become due as shipments are made. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Purchaser, payment shall be made based on purchase price and percentage of completion, and balance payable in accordance with the terms as stated.

Terms of payment are subject to FULLER's approval at time order is accepted and again prior to delivery. In the event Purchaser's credit position, in FULLER's judgment, is changed since this proposal was made, FULLER reserves the right to refuse to deliver except for cash without being liable for nonperformance of contract either in whole or in part.

TITLE

Unless expressly provided otherwise in this proposal, passing of title to products shall be f.o.b. point of shipment, even in cases wherein freight may be prepaid or allowed to destination by FULLER.

TAXES

The Purchaser shall pay to FULLER, in addition to the purchase price, the amount of all sales, use or other taxes on the products purchased that may be imposed upon this transaction by the federal government or any state government, or any subdivision, but only when FULLER is required by law to collect or pay such taxes.

WARRANTY

FULLER agrees to warrant to the Purchaser that the products sold hereunder shall be free from defects in material and workmanship in conformity with the specifications and standards of the original manufacturer, and shall be delivered in accordance with the terms of this proposal.

FULLER's warranty shall extend for one (1) year from date of shipment. If repairs or replacements are made by the Purchaser without FULLER's prior written consent, FULLER's warranty shall cease to be in effect. No allowance will be granted for any repairs or alterations made by the Purchaser without FULLER's prior written consent.

Machinery, equipment and accessories furnished by FULLER, but manufactured by others, are warranted only to the extent of the original manufacturer's warranty to FULLER.

This warranty shall extend for one (1) year from date of shipment. If repairs or replacements are made by the Purchaser without FULLER's prior written consent, FULLER's warranty shall cease to be in effect. No allowance will be granted for any repairs or alterations made by the Purchaser without FULLER's prior written consent.

Machinery, equipment and accessories furnished by FULLER, but manufactured by others, are warranted only to the extent of the original manufacturer's warranty to FULLER.

LIABILITY

FULLER agrees at its option to repair at the point of shipment or to replace without charge f.o.b. point of shipment, any part or parts of products of FULLER's manufacture, which within the specified warranty period shall be proved to be defective, provided the Purchaser promptly notifies FULLER, in writing, of such alleged defect. FULLER's liability to Purchaser, whether in contract or in tort arising out of warranties, representations, instructions, or defects from any cause shall be limited to repairing or replacing of the defective part or parts as aforesaid, f.o.b. point of shipment.

No liability whatsoever shall attach to FULLER unless such products have been paid for.

EXCEPT AS STATED IN THIS SECTION AND IN THE PRECEDING SECTIONS TITLED "WARRANTY" AND EXCEPT AS TO TITLE, THERE ARE NO GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE, OR OTHERWISE, EXPRESS, IMPLIED, OR STATUTORY, AND FULLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, HOWSOEVER CAUSED.

DELIVERY

FULLER will make every reasonable effort to meet shipping dates promised and to maintain production schedules consistently therewith; however, FULLER is not liable for claims of damages due to failure, for any reason, to meet such scheduled shipping dates, and such failure to meet scheduled shipping dates shall not be sufficient cause for cancellation, without liquidation charges.

CANCELLATION

It is understood and expressly agreed that in the event of cancellation for any reason or refusal by the Purchaser to accept the products herein contemplated, FULLER shall be entitled to demand and receive from the Purchaser, as liquidation charges and not as a penalty, not less than ten (10%) per cent of the purchase price, plus the cost of all material and work furnished or done or purchased by FULLER up to the time of the cancellation, or the Purchaser's refusal to accept the products, plus any cancellation charges incurred by FULLER to its suppliers.

RETURNED PRODUCTS

Products may not be returned except by prior written permission of an authorized official of FULLER, and when so returned, will be subject to handling and restocking charges, plus transportation cost.

INDEMNITY

FULLER agrees to indemnify the Purchaser and save the Purchaser harmless against any and all kinds of claims for infringement of patent rights or for violation of other rights in relation to any product of FULLER's manufacture, which shall be so indemnified by FULLER for the entire term of the product, provided, however, that the Purchaser shall be required to immediately notify in writing of any such claim to the institution of any and all suits or proceedings for the purpose of securing compensation or to defend it in any suit, pay or all suits or actions in any which may be brought against the Purchaser for said claims-infringement or royalties. In the event that FULLER shall undertake to defend the Purchaser in such suit, Purchaser shall permit FULLER through its counsel to defend the same, and Purchaser shall give FULLER all the necessary information, assistance and authority to enable it to do so; FULLER's liability to Purchaser in any event shall be limited to accepting the return of the product specified herein at FULLER's plant and refunding the purchase price or any part thereof that may have been paid.

SERVICES

Unless provided for in this proposal, to be done by FULLER, the products shall be erected, installed, and serviced by the Purchaser at Purchaser's expense. If installation, erection or service is provided for in this proposal, to be done by FULLER, such shall be governed by FULLER's Conditions of Service attached hereto.

EXECUTION

FULLER reserves the right to withdraw, or change the terms of this proposal at any time before a contract is made, and it is agreed that a valid and binding contract shall arise hereunder only when this proposal shall have been accepted by an authorized executive of FULLER in its behalf or by such executive's written acceptance of Purchaser's purchase order covering the equipment herein specified, and such acceptance shall be with the mutual understanding that all terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provisions of said purchase order.

PLACE OF CONTRACT

This proposal, and the resulting contract, shall be interpreted under the laws of the state where the proposal or resulting contract is accepted by an authorized executive of FULLER and any goods shipped to the Purchaser in any other state shall be considered as a shipment made in interstate commerce.



FULLER COMPANY

A GATX COMPANY

P.O. BOX 29, CATASAUQUA, PA, 18032

TWX: 510-651-5818 TELEX: 084-7443 CABLE: COLFULLER

PROPOSAL

TO: City Utilities Filtration Plant
Ft. Wayne, In. 46802

Att: Mr. Glenn Patrick
Superintendent

DATE September 6, 1978

PROPOSAL NUMBER KJ-8-82

YOUR INQUIRY NUMBER

F.O.B.

TERMS:

FOR ACCEPTANCE WITHIN

DAYS

Subject: Fuller/Dracco Uni-Filters

PAGE THREE

OPTIONAL: WATCHDOG TIMER

It is recommended that a Watchdog Timer be purchased for use with any of the above collectors. The timer is mounted in a NEMA IV enclosure and will prevent simultaneous fan and shaker operation, and assure regular periodic cleaning of filter bags. It is automatically actuated when the stop button on the exhaust fan is pushed. The timer is designed to operate on 115 Volt, Single Phase, 60 Hz.

TOTAL PRICE, F.O.B. Shipping Points.....\$ 275.00

DELIVERY: All the above collectors are normally in Fuller Company stock. Shipment can be made approximately 3 to 4 weeks after receipt of purchase order.

EXCLUSIONS

Our proposal is exclusive of the following:

- All anchor bolts and foundations, and all concrete work including grouting.
- All piping and electrical wiring. Conduit drawings, heating, lighting, plumbing, installation of compressed air copper tubing on collectors, etc.
- All ductwork, hoods, dust container, etc.
- Complete erection and installation of the equipment.
- All finish and touch-up painting after erection.
- All sales or use taxes.
- Electrical starter equipment.
- Controls, unless specified.
- Freight.
- Any other items not specifically stipulated in our proposal.

EGM:eod

Encls:

ADDRESS REPLY: **FULLER COMPANY,**

c/o K. E. JENSEN CO.
330 East Roosevelt Road
Lombard, Illinois 60143
Phone: 312-629-2893

FULLER, COMPANY

BY 

F. G. Minzer, District Representative

ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY AN AUTHORIZED EXECUTIVE OF FULLER COMPANY AND ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

TERMS AND CONDITIONS

TERMS OF PAYMENT

Unless other terms are specified, pro rata progress payments shall become due as shipments are made. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If manufacture is delayed by Purchaser, payment shall be made based on purchase price and percentage of completion, and balance payable in accordance with the terms as stated.

Terms of payment are subject to FULLER's approval at this order is accepted and again prior to delivery. In the event Purchaser's credit position, in FULLER's judgment, is changed since this proposal was made, FULLER reserves the right to refuse to deliver except for cash without being liable for nonperformance of contract either in whole or in part.

TITLE

Unless expressly provided otherwise in this proposal, passing of title to products shall be f.o.b. point of shipment, even in cases wherein freight may be prepaid or allowed to destination by FULLER.

TAXES

The Purchaser shall pay to FULLER, in addition to the purchase price, the amount of all sales, use or other taxes on the products purchased that may be imposed upon this transaction by the federal government or any state government, or any subdivision, but only when FULLER is required by law to collect or pay such taxes.

OWNERSHIP

Fuller hereby warrants that the products are its original work product and that it has the right to sell and use the same without restriction.

WARRANTY

Fuller warrants that the products are its original work product and that it has the right to sell and use the same without restriction.

No person, agent, representative or dealer is authorized to give any warranties on behalf of FULLER nor to assume for FULLER any other liability in connection with any of FULLER'S products.

This warranty shall extend for one (1) year from date of shipment. If repairs or replacements are made by the Purchaser without FULLER'S prior written consent, FULLER'S warranty shall cease to be in effect. No allowance will be granted for any repairs or alterations made by the Purchaser without FULLER'S prior written consent.

Machinery, equipment and accessories furnished by FULLER, but manufactured by others, are warranted only to the extent of the original manufacturer's warranty to FULLER.

LIABILITY

FULLER agrees at its option to repair at the point of shipment or to replace without charge f.o.b. point of shipment, any part or parts of products of FULLER'S manufacture, which within the specified warranty period shall be proved to FULLER'S satisfaction to have been defective when shipped, provided the Purchaser promptly notifies FULLER, in writing, of such alleged defect.

FULLER'S liability to Purchaser, whether in contract or in tort arising out of warranties, representations, instructions, or defects from any cause shall be limited to replacing or repairing of the defective part or parts as aforesaid, f.o.b. point of shipment.

No liability whatsoever shall attach to FULLER until said products have been paid for.

EXCEPT AS STATED IN THIS SECTION AND IN THE PRECEDING SECTIONS, TITLE, WARRANTY AND EXCEPT AS TO TITLE, THERE ARE NO GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE OR OTHERWISE, EXPRESS, IMPLIED OR STATUTORY, AND FULLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, HOWSOEVER CAUSED.

DELIVERY

FULLER will make every reasonable effort to meet shipping dates promised and to maintain production schedules consistently therewith; however, FULLER is not liable for claims of damages due to failure, for any reason, to meet such scheduled shipping dates, and such failure to meet scheduled shipping dates shall not be sufficient cause for cancellation, without liquidation charges.

CANCELLATION

It is understood and expressly agreed that in the event of cancellation for any reason or refusal by the Purchaser to accept the products herein contemplated, FULLER shall be entitled to demand and receive from the Purchaser, as liquidation charges and not as a penalty, not less than ten (10%) per cent of the purchase price, plus the cost of all material and work furnished or done or purchased by FULLER up to the time of the cancellation or the Purchaser's refusal to accept the products, plus any cancellation charges incurred by FULLER to its suppliers.

RETURNED PRODUCTS

Products may not be returned except by prior written permission of an authorized official of FULLER, and when so returned, will be subject to handling and reshipping charges, plus transportation cost.

PATENTS

FULLER agrees to indemnify the Purchaser and its Purchaser's licensees against any and all costs of damages, including attorney's fees, or for existing or later acquired rights to any product of FULLER'S manufacture, or to the right to be furnished by FULLER to the Purchaser, or to the licensees, provided, however, that the Purchaser shall give FULLER written notice in writing of any such claim, and the institution of any and all suit or proceeding against FULLER. FULLER shall have the right, but shall not be obliged, to settle, compromise, or to defend, this claim, and all suits or actions in law which may be brought against the Purchaser for said claims for infringement or royalties. In the event that FULLER shall undertake to defend Purchaser in such suit, Purchaser shall permit FULLER through its counsel to defend the same, and Purchaser shall give FULLER all the necessary information, assistance and authority to enable it to do so. FULLER'S liability to Purchaser in any event shall be limited to the return of the product specified herein at FULLER'S plant and refunding the purchase price or any part thereof that may have been paid.

SERVICES

Unless provided for in this proposal, to be done by FULLER, the products shall be erected, installed, and serviced by the Purchaser at Purchaser's expense. If installation, erection or service is provided for in this proposal, to be done by FULLER, such shall be governed by FULLER'S Conditions of Service attached hereto.

EXECUTION

FULLER reserves the right to withdraw, or change the terms of this proposal at any time before a contract is made, and it is agreed that a valid and binding contract shall arise hereunder only when this proposal shall have been accepted by an authorized executive of FULLER in its behalf or by such executive's written acceptance of Purchaser's purchase order covering the equipment herein specified, and such acceptance shall be with the mutual understanding that all terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provisions of said purchase order.

PLACE OF CONTRACT

This proposal, or the resulting contract, shall be interpreted under the laws of the state where the proposal or resulting contract is accepted by an authorized executive of FULLER and any product shipped to the Purchaser in any other state, shall be considered as a shipment made in interstate commerce.

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL
PURCHASE ORDER NO.

0998

This number must appear on each pack-
age, packing slip, invoice, bill of lading,
express receipt and correspondence.

DATE April 3, 1979

Fuller Company
% K.E. Jensen Co.
330 E. Roosevelt Road
Lombard, Illinois 60148

Vendor No. 902-02

SHIP TO —

Three Rivers Filtration Plant
Griswold Drive
Fort Wayne, Indiana 46803

Dept. No. 21

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
			21-652.03		
	2	No. 2 FM (Flange Mounted) Uni-filter		2,165.00/ea	\$ 4,330. 00
	2	Watchdog timers		275.00/ea	550. 00
					\$ 4,880. 00
<p>END</p> <p><i>Henry P. Weber</i> <i>E. G. Minzer</i> <i>John G. Scott</i></p> <p>Plus Freight Per proposal number KJ-8-82, dated Sept. 6, 1978 and confirmed by E. G. Minzer, March 29, 1979. Net 30</p> <p>RW/pl #670</p>					

ATTENTION!

Send all Invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

City Utilities



PURCHASE REQUISITION

Fuller Company
c/o K. E. Jensen Co.
330 E. Roosevelt Rd.
Lombard, Illinois 601

Date March 30, 1979Please order the following Material for Delivery as Specified: 21To be delivered to 21 Three Rivers Filtration PlantReq. No. #670

On or before

P. O. No. 0998

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED CO
2 (two)	No. 2 FM (flange mounted) Uni-filter @	21-652.03	
	\$2,165.00/ea. 		\$4,330.
2 (two)	Watchdog timers @ \$275.00/ea. 		550.
			\$4,880.
	Plus freight		
	Above items all in accordance with Fuller Co.		
	<u>proposal number KJ-8-82, dated Sept. 6, 1978</u>		
	and confirmed by E. G. Minzer, March 29, 1979.		
	Dust removal units for carbon slurry storage		
REMARKS:	tanks. <u>Net 30</u>		
	VENDOR NO.: 0902-02		

I hereby certify that the work or supplies above specified
are necessary for stock or use in this department.

Department

Filtration Plant

Dept. Head

Charge Light

Water

X

Sewage

Long & Son

Handwritten signature/initials

Memorandum

To Edmund A. Stanczak, Jr., General Superintendent Date March 30, 1979

From Glen R. Patrick, Superintendent, Filtration Plant

Subject Dust Removal Units for Carbon Slurry Storage Tanks

COPIES TO:


Prior to 1961, all powdered activated carbon was purchased in 35-pound paper bags and shipments from the carbon supplier to the plant were by truck.

When our carbon slurry system was put into operation in October 1961, carbon was delivered to the plant in specially designed Airslide covered hopper railroad cars and trailer trucks. The feature of these Airslide units was a fabric located in the bottom of each of the hopper trenches and extending the full length of the car. For unloading, a 190 CFM blower (located in the pipe gallery of the carbon slurry storage tanks) was connected to the Airslide units and air was directed into the Airslide fabric which caused a fluid-like flow through the discharge outlet. This was essentially a gravity type unloading operation.

Commencing in 1978, carbon deliveries to the Plant are now being made in pressure differential truck trailers equipped with a self-contained air blower with a capacity of 400-500 CFM. The two original dust removal units (Unifilter #1) located on the roof slab of the storage tanks are too small to handle all the air from these pressure differential truck trailers.

Three carbon suppliers, Husky Industries, I.C.I. Americas, Inc. and Westvaco, are in agreement with Fuller-Dracco's recommendation that a Unifilter #2 rated at 600-800 CFM would be suitable to handle the pressure differential trailers.

We are currently using a large canvas air volume output dust bag in the interim until a permanent and larger capacity dust collection system can be installed.


GLEN R. PATRICK, SUPERINTENDENT

THREE RIVERS FILTRATION PLANT

GRP:chf

EP

4455

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 0998 - FULLER COMPANY

C K. E. JENSEN CO. \$4880.00

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-75-04-22

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 0998, FULLER COMPANY, % K. E. JENSEN

COMPANY, FOR FLANGE MOUNTED UNI-FILTERS AND WATCHDOG TIMERS FOR THE THREE RIVERS FILTRATION

PLANT, IN THE AMOUNT OF \$4880.00. THIS ITEMS NECESSARY FOR A PERMANENT AND LARGER CAPACITY

DUST COLLECTION SYSTEM OF POWDERED ACTIVATED CARBON BEING SHIPPED TO FILTRATION PLANT BY TRUCK.

(PURCHASE ORDER AND MEMORANDUM ATTACHED)

THIS COMPANY IS THE ONLY SOURCE FOR THE ABOVE-DESCRIBED ITEMS BEING PURCHASED.

EFFECT OF PASSAGE INSTALLATION OF A PERMANENT AND LARGER CAPACITY DUST COLLECTION SYSTEM

SUITABLE TO HANDLE THE PRESSURE DIFFERENTIAL TRAILERS FOR DUST REMOVAL WHILE UNLOADING

POWDERED ACTIVATED CARBON FOR PLANT.

EFFECT OF NON-PASSAGE INABILITY TO HANDLE THE LARGE VOLUME OF CARBON DUST

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$4880.00 BY CITY UTILITIES

ASSIGNED TO COMMITTEE _____